

**Before the
Federal Communications Commission
Washington, D.C. 20554**

In the Matter of)	
)	
TEGNA Inc., parent of)	File No.: EB-IHD-21-00032892
)	CD Acct. No.: 202532080007
King Broadcasting Company)	FRN: 0001582782
Licensee of Station KREM,)	Facility ID No.: 34868
Spokane, Washington)	

ORDER

Adopted: July 10, 2025

Released: July 10, 2025

By the Acting Chief, Enforcement Bureau:

1. The Enforcement Bureau (Bureau) of the Federal Communications Commission (Commission) has entered into a Consent Decree to resolve its investigation into whether King Broadcasting Company (Licensee), a subsidiary of TEGNA Inc. (TEGNA), broadcast obscene or indecent material over television station KREM, Spokane, Washington (Facility ID No. 34868) (Station). To settle this matter, TEGNA agrees to implement a compliance plan and pay a two hundred twenty-two thousand, five hundred dollar (\$222,500) voluntary contribution.

2. After reviewing the terms of the Consent Decree and evaluating the facts before us, we find that the public interest would be served by adopting the Consent Decree and terminating the referenced investigation regarding the Licensee's compliance with section 1464 of Title 18, United States Code and section 73.3999 of the Commission's rules¹ concerning broadcasts of obscene and indecent material.

3. In the absence of material new evidence relating to this matter, we do not set for hearing the question of the Licensee's basic qualifications to hold or obtain any Commission license or authorization.²

4. Accordingly, **IT IS ORDERED** that, pursuant to section 4(i) of the Communications Act of 1934, as amended, 47 U.S.C. § 154(i), and the authority delegated by sections 0.111 and 0.311 of the Commission's rules, 47 CFR §§ 0.111, 0.311, the attached Consent Decree **IS ADOPTED** and its terms incorporated by reference.

5. **IT IS FURTHER ORDERED** that the above-captioned matter **IS TERMINATED**.

6. **IT IS FURTHER ORDERED** that any third-party complaints and allegations against the Licensee and/or the Station related to the above-captioned investigation that are pending before the Bureau as of the date of this Consent Decree **ARE DISMISSED**.

7. **IT IS FURTHER ORDERED** that a copy of this Order and Consent Decree shall be sent by first class mail and certified mail, return receipt requested, to Alex Tolston, Senior Vice President and Chief Legal Officer, TEGNA Inc., 8350 Broad Street, Suite 2000, Tysons, Virginia 22102, and to Jennifer Johnson, Esq., Covington & Burling LLP, One CityCenter, 850 Tenth Street, NW, Washington, D.C. 20001.

¹ 18 U.S.C. § 1464; 47 CFR § 73.3999.

² See 47 CFR § 1.93(b).

FEDERAL COMMUNICATIONS COMMISSION

Patrick Webre
Acting Chief
Enforcement Bureau

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King Broadcasting Company)	FRN: 0001582782
Licensee of Station KREM,)	Facility ID No.: 34868
Spokane, Washington)	

CONSENT DECREE

1. The Enforcement Bureau of the Federal Communications Commission and TEGNA Inc., by their authorized representatives, hereby enter into this Consent Decree for the purpose of terminating the Enforcement Bureau's investigation into whether King Broadcasting Company, a subsidiary of TEGNA Inc., violated section 1464 of Title 18, United States Code and section 73.3999 of the Commission's rules¹ by broadcasting obscene or indecent material over the above-captioned station. To resolve this matter, TEGNA Inc. agrees to implement a compliance plan and pay a two hundred twenty-two thousand, five hundred dollar (\$222,500) voluntary contribution.

I. DEFINITIONS

2. For the purposes of this Consent Decree, the following definitions shall apply:
- (a) "Adopting Order" means an order of the Bureau adopting the terms of this Consent Decree without change, addition, deletion, or modification.
 - (b) "Bureau" means the Enforcement Bureau of the Federal Communications Commission.
 - (c) "CD Acct. No." means account number 202532080007, associated with payment obligations described in paragraph 19 of this Consent Decree.
 - (d) "Communications Laws" means collectively, the Communications Act of 1934, as amended,² the Rules, and the published and promulgated orders and decisions of the Commission to which TEGNA is subject by virtue of its activities as a Commission licensee including, but not limited to, the Indecency Rules.
 - (e) "Complaint" means the third-party complaint submitted to the Commission on October 18, 2021, on file in EB-IHD-21-00032892, as described in this Consent Decree at paragraph 4.
 - (f) "Compliance Officer" means the individual designated in paragraph 14 of this Consent Decree as the person responsible for administration of the Compliance Plan.
 - (g) "Compliance Plan" means the compliance obligations, program, and procedures described in this Consent Decree at paragraph 15.
 - (h) "Covered Employees" means, for the first eighteen (18) months after the Effective Date, all employees and agents of TEGNA, including the Licensee, who materially perform, supervise, oversee, or manage the performance of duties that relate to TEGNA's responsibilities under the Communications Laws, including the Indecency Rules, and for the next eighteen (18) months until the termination date of this Consent Decree as set forth in paragraph 18, all employees and agents of the

¹ 18 U.S.C. § 1464; 47 CFR § 73.3999.

² 47 U.S.C. § 151 *et seq.*

Licensee who materially perform, supervise, oversee, or manage the performance of duties that relate to the Licensee's responsibilities under the Communications Laws, including the Indecency Rules.

- (i) "Effective Date" means the date by which both the Bureau and TEGNA have signed the Consent Decree and the Bureau has released an Adopting Order.
- (j) "Indecency Rules" means, individually or collectively, section 1464 of Title 18, United States Code, and 47 CFR § 73.3999, and the decisions and orders of the Commission interpreting these provisions.
- (k) "Investigation" means the investigation commenced by the Bureau in case EB-IHD-21-00032892 regarding whether the Licensee violated the Indecency Rules.
- (l) "Licensee" means King Broadcasting Company and all subsidiaries, predecessors-in-interest, and successors-in-interest.
- (m) "Operating Procedures" means the standard internal operating procedures and compliance policies established by TEGNA to implement the Compliance Plan.
- (n) "Parties" means TEGNA and the Bureau, each of which is a "Party."
- (o) "Rules" means the Commission's regulations found in Title 47 of the Code of Federal Regulations.
- (p) "Security Incident" means the broadcast of material on a broadcast station due to the unauthorized access to such station's equipment and networking capabilities.
- (q) "Station" or "KREM" means commercial television station KREM, Spokane, Washington (Facility ID No. 34868), licensed to the Licensee.
- (r) "TEGNA" means TEGNA Inc. and all subsidiaries, predecessors-in-interest, and successors-in-interest to the extent they hold FCC authorizations to operate broadcast stations.

II. BACKGROUND

3. Section 1464 of Title 18, United States Code prohibits the broadcast of obscene, indecent, or profane programming.³ In addition, section 73.3999 of the Rules bans the broadcast of obscene material at any time and prohibits radio and television broadcasts of indecent material between the hours of 6:00 a.m. and 10:00 p.m.⁴ These provisions advance the Commission's goal of protecting children — and the public in general — from the broadcast of indecent material.⁵

4. The Commission received a Complaint alleging that during a weather report on the 6:00 p.m. news on the Station on October 17, 2021, a "pornographic video" was seen playing on one of the televisions visible behind the weatherperson.⁶

³ 18 U.S.C. § 1464.

⁴ 47 CFR § 73.3999. *See* Public Telecommunications Act of 1992, Pub. L. No. 102-356, 106 Stat. 949 (1992) (setting safe harbor of 10:00 p.m. to 6:00 a.m. for the broadcast of indecent material); *Action for Children's Television v. FCC*, 58 F. 3d 654 (D.C. Cir. 1995) (*en banc*) (affirming restrictions prohibiting the broadcast of indecent material between the hours of 6:00 a.m. and 10:00 p.m.), *cert. denied*, 516 U.S. 1072 (1996).

⁵ *See, e.g., FCC v. Fox Television Stations, Inc.*, 556 U.S. 502, 506 (2009) (stating one of the "enforceable public obligations" of a broadcast licensee is compliance with the prohibition against broadcasting indecent material between the hours of 6:00 a.m. and 10:00 p.m.). *See* 47 U.S.C. § 301 (prohibiting broadcasting "except under and in accordance with [the Communications Act of 1934, as amended] and with a license").

⁶ Complaint No. 5088536 (Oct. 18, 2021) (on file in EB-IHD-21-00032892) (Complaint).

5. The Bureau directed King Broadcasting Company, licensee of the Station, to respond to the allegations.⁷ TEGNA, on behalf of its subsidiary the Licensee, responded⁸ and requested confidential treatment of certain portions of its responses.⁹ In its response, TEGNA confirmed that during KREM's 6 p.m. newscast on October 17, 2021, "without the Station's prior knowledge or authorization – an unknown party caused pornographic material to be displayed for approximately 13 seconds on a monitor that was visible on-air during a weather forecast segment."¹⁰ The Station staff acted to curtail the broadcast of the complained-of material by switching to a full-screen shot of weather graphics, apologized to viewers during the Station's next newscast, launched an internal investigation of the cause of the incident, and worked with local law enforcement to investigate the incident.¹¹

6. TEGNA explained that the Station did not create or produce this material, nor did this material ever pass through the Station's normal production chain or processes.¹² Rather, TEGNA says the material was aired without the Station's prior knowledge or authorization.¹³ The Station determined that the material had been displayed on the monitor through the use of the screencasting feature built into the monitor, which allowed video to be transmitted directly to the monitor via a legacy local wireless network (Legacy Network).¹⁴ Unlike the wireless network normally used by the Station, connecting to the Legacy Network did not require users to provide a password or otherwise authenticate themselves using their

⁷ See Letter of Inquiry from Christopher J. Sova, Deputy Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Michael Beder, Esq., Associate General Counsel, King Broadcasting Company, TEGNA Inc. (Nov. 1, 2021) (on file in EB-IHD-21-00032892); Letter of Inquiry from Patrick M. McGrath, Chief, Investigations and Hearings Division, FCC Enforcement Bureau, to Akin S. Harrison, Esq., Senior Vice President and General Counsel, TEGNA Inc., parent of King Broadcasting Company (June 28, 2023) (on file in EB-IHD-21-00032892).

⁸ See Response to Letter of Inquiry, from Akin S. Harrison, Senior Vice President, General Counsel and Secretary, TEGNA Inc., to Christopher J. Sova, Deputy Chief, Investigations and Hearings Division, FCC Enforcement Bureau (Nov. 19, 2021) (on file in EB-IHD-21-00032892) (LOI Response); Response to Letter of Inquiry, from Marc Sher, Vice President, Associate General Counsel and Secretary, TEGNA Inc., to Patrick M. McGrath, Chief, Investigations and Hearings Division, FCC Enforcement Bureau (July 28, 2023) (on file in EB-IHD-21-00032892) (Supplementary LOI Response).

⁹ See Request for Confidential Treatment from Akin S. Harrison, Senior Vice President, General Counsel and Secretary, TEGNA Inc., to Christopher J. Sova, Deputy Chief, Investigations and Hearings Division, FCC Enforcement Bureau (Nov. 19, 2021) (on file in EB-IHD-21-00032892) (LOI Response Confidentiality Request); Request for Confidential Treatment from Marc Sher, Vice President, Associate General Counsel and Secretary, TEGNA Inc., to Patrick M. McGrath, Chief, Investigations and Hearings Division, FCC Enforcement Bureau (July 28, 2023) (on file in EB-IHD-21-00032892) (Supplementary LOI Response Confidentiality Request). This Order and Consent Decree does not disclose material identified as confidential by TEGNA, so we defer ruling on the LOI Response Confidentiality Request and Supplementary LOI Response Confidentiality Request unless and until necessary. See 47 CFR § 0.459(d)(3) (the Commission may defer acting on requests for confidential treatment of materials submitted to the Commission until a request for inspection has been made pursuant to 47 CFR § 0.460 or 47 CFR § 0.461. Such materials will be accorded confidential treatment until the Commission acts on the confidentiality request and all subsequent appeal and stay proceedings have been exhausted). See, e.g., *Radio License Holding CBC, LLC*, Order and Consent Decree, 31 FCC Red 3, 8, para. 5 & n.16 (EB 2016).

¹⁰ LOI Response at 1 (internal footnote omitted). See *id.* at 2, Response to Question 2(b) (stating the Station broadcast the complained-of material at approximately 6:09 p.m. Pacific Daylight Time (PDT) on October 17, 2021).

¹¹ *Id.* at 1; 2-3, Response to Question 2(c); 5, Response to Question 8.

¹² *Id.* at 1; 2, Response to Question 2(c).

¹³ *Id.*

¹⁴ *Id.* at 1.

Station credentials.¹⁵ The Legacy Network was installed prior to the Licensee's acquisition by TEGNA¹⁶ in December 2013.¹⁷ The Station's local information technology management team at the time of the broadcast was not aware that the Legacy Network was not secured.¹⁸

7. TEGNA says that it has not been able to definitively identify the person(s) who caused the material to be displayed on the Station's monitor.¹⁹ According to TEGNA, to prevent any future occurrence similar to the incident, on October 21, 2021, TEGNA directed all of its stations to immediately disable all screencasting features and all wired or wireless network connectivity on all monitors located at station facilities.²⁰ In addition, TEGNA says it promptly caused the Station to secure the Legacy Network during its investigation of the incident and to deactivate the Legacy Network on or about October 28, 2021;²¹ required all smart TVs and monitors to have their wireless components removed; and required that all newly acquired monitors used in any area of the studio or newsroom be acquired without WiFi capabilities or have the wireless components removed before being installed.²² TEGNA also says it utilizes policies, software, training programs and hardware solutions to protect and monitor its environment, including multifactor authentication on all critical systems, firewalls, intrusion detection and prevention systems, vulnerability and penetration testing and identity management systems, and updates its policies and procedures as technology continues to advance.²³

8. To resolve these matters, TEGNA and the Bureau enter into this Consent Decree and agree to the following terms and conditions.

III. TERMS OF AGREEMENT

9. **Adopting Order.** The provisions of this Consent Decree shall be incorporated by the Bureau in an Adopting Order without change, addition, deletion or modification.

10. **Jurisdiction.** TEGNA agrees for purposes of this Consent Decree that the Bureau has jurisdiction over it and the matters contained in this Consent Decree and has the authority to enter into and adopt this Consent Decree.

11. **Effective Date.** The Parties agree that this Consent Decree shall become effective on the Effective Date as defined herein. As of the Effective Date, the Parties agree that this Consent Decree shall have the same force and effect as any other order of the Commission.

12. **Termination of Investigation.** In express reliance on the covenants and representations in this Consent Decree and to avoid further expenditure of public resources, the Bureau agrees to terminate the Investigation and dismiss the Complaint. In consideration for the termination of the Investigation and dismissal of the Complaint, TEGNA agrees to the terms, conditions, and procedures contained herein. The Bureau further agrees that, in the absence of new material evidence, it will not use the facts developed in the Investigation through the Effective Date, or the existence of this Consent Decree, (i) to institute any new proceeding, formal or informal, or take any action on its own motion against TEGNA concerning the matters that were the subject of the Investigation, or (ii) to set for hearing or take any action against TEGNA with respect to the question of TEGNA's basic qualifications,

¹⁵ *Id.* at 2, Response to Question 2(c).

¹⁶ TEGNA was then known as Gannett Co., Inc.

¹⁷ Supplementary LOI Response at 6, Response to Question 9.

¹⁸ *Id.* at 6-7, Response to Question 9.

¹⁹ LOI Response at 6, Response to Question 10.

²⁰ *Id.* at 5, Response to Question 8.

²¹ Supplementary LOI Response at 7, Response to Question 9.

²² *Id.*

²³ *Id.* at 6, Response to Question 9.

including its character qualifications, to be a Commission licensee or hold Commission licenses or authorizations.²⁴

13. **Admission of Facts.** TEGNA admits for the purpose of this Consent Decree and for Commission civil enforcement purposes, and in express reliance on the provisions of paragraph 18 herein, that its, the Licensee's, and the Station's actions described in paragraphs 5 through 7 herein are a true and accurate description of the facts underlying the Investigation.

14. **Compliance Officer.** Within thirty (30) calendar days after the Effective Date, (i) TEGNA shall designate a senior corporate manager with the requisite corporate and organizational authority to serve, for the first eighteen (18) months after the Effective Date, as a Compliance Officer and to discharge the duties set forth below; and (ii) the Licensee shall designate a senior corporate manager with the requisite corporate and organizational authority to thereafter serve, for the next eighteen (18) months until the termination date of this Consent Decree as set forth in paragraph 18, as a Compliance Officer and to discharge the duties set forth below. The person so designated as the Compliance Officer shall be responsible, during the associated period of time set forth above, for developing, implementing, and administering the Compliance Plan and ensuring compliance with the terms and conditions of the Compliance Plan and this Consent Decree. In addition to the general knowledge of the Communications Laws necessary to discharge his or her duties under this Consent Decree, the Compliance Officer shall have specific knowledge of the Indecency Rules prior to assuming his/her duties.

15. **Compliance Plan.** For purposes of settling the matters set forth herein, TEGNA agrees that it shall, within sixty (60) calendar days after the Effective Date, develop and implement a companywide Compliance Plan, including for the Licensee, designed to ensure future compliance with the terms and conditions of this Consent Decree. With respect to the Indecency Rules, TEGNA will implement, at a minimum, the following procedures:

- (a) **Operating Procedures.** Within sixty (60) calendar days after the Effective Date, TEGNA shall establish Operating Procedures that all Covered Employees must follow to help ensure that TEGNA does not experience a Security Incident causing noncompliance with the Indecency Rules. TEGNA's Operating Procedures shall include internal procedures and policies specifically designed to ensure that TEGNA does not experience a Security Incident resulting in the broadcast obscene, indecent, or profane material. TEGNA shall also develop a Compliance Checklist that describes the steps that a Covered Employee must follow to ensure that a Security Incident does not result in noncompliance with the Indecency Rules.
- (b) **Compliance Manual.** Within sixty (60) calendar days after the Effective Date, TEGNA shall develop and distribute a Compliance Manual to all Covered Employees. The Compliance Manual shall explain the Indecency Rules and set forth the Operating Procedures that Covered Employees shall follow to help ensure that a Security Incident does not compromise TEGNA's compliance with the Indecency Rules. TEGNA shall periodically review and revise the Compliance Manual as necessary to ensure that the information set forth therein remains current and accurate. TEGNA shall distribute any revisions to the Compliance Manual promptly to all Covered Employees.
- (c) **Compliance Training Program.** TEGNA shall establish and implement a Compliance Training Program on compliance with the Indecency Rules and the Operating Procedures. As part of the Compliance Training Program, Covered Employees shall be advised of the obligation to report any Security Incident resulting in noncompliance with the Indecency Rules under paragraph 16 of this Consent Decree and shall be instructed on how to disclose noncompliance to the Compliance Officer. All Covered Employees shall be trained pursuant to the

²⁴ See 47 CFR § 1.93(b).

Compliance Training Program within sixty (60) calendar days after the Effective Date, except that: (i) any person who becomes a Covered Employee at any time after the initial Compliance Training Program shall be trained within thirty (30) calendar days after the date such person becomes a Covered Employee; and (ii) any Covered Employee who is on leave during the applicable training period shall be trained within thirty (30) calendar days after the date such person returns from leave. TEGNA shall conduct compliance training on an annual basis, and shall periodically review and revise the Compliance Training Program as necessary to ensure that it remains current and complete and to enhance its effectiveness.

16. **Reporting Noncompliance.** For the first eighteen (18) months after the Effective Date, TEGNA shall report any instance of a Security Incident resulting in noncompliance with the Indecency Rules or any instance of noncompliance with the terms and conditions of this Consent Decree, by any TEGNA station, within thirty (30) calendar days after discovery of such noncompliance. Thereafter, for the next eighteen (18) months until the termination of this Consent Decree as set forth in paragraph 18, the Licensee shall report any instance of a Security Incident resulting in noncompliance with the Indecency Rules or any instance of noncompliance with the terms and conditions of this Consent Decree, by any Licensee station, within thirty (30) calendar days after discovery of such noncompliance. With respect to any such noncompliance, such reports (submitted by TEGNA or the Licensee, as applicable) shall include a detailed explanation of: (i) each instance of noncompliance; (ii) the steps that have been taken or will be taken to remedy such noncompliance; (iii) the schedule on which such remedial actions will be taken; and (iv) the steps that have been taken or will be taken to prevent the recurrence of any such noncompliance. All reports of noncompliance shall be submitted to the Bureau at IHDMedia@fcc.gov.

17. **Compliance Reports.** TEGNA shall file compliance reports with the Commission one hundred and twenty (120) calendar days after the Effective Date and eighteen (18) months after the Effective Date, and the Licensee shall file compliance reports with the Commission twenty-seven (27) months after the Effective Date and thirty-six (36) months after the Effective Date.

- (a) Each Compliance Report shall include a detailed description of efforts during the relevant period to comply with the terms and conditions of this Consent Decree. In addition, each Compliance Report shall include a certification by the Compliance Officer, as an agent of and on behalf of TEGNA or as an agent of and on behalf of the Licensee (as applicable), stating that such Compliance Officer has personal knowledge that TEGNA and/or the Licensee (as applicable): (i) has established and implemented the Compliance Plan; (ii) has utilized the Operating Procedures since the implementation of the Compliance Plan; and (iii) is not aware of any instances of noncompliance with the terms and conditions of this Consent Decree, including the reporting obligations set forth in paragraph 16 of this Consent Decree.
- (b) The Compliance Officer's certification shall be accompanied by a statement explaining the basis for such certification and shall comply with section 1.16 of the Rules and be subscribed to as true under penalty of perjury in substantially the form set forth therein.²⁵
- (c) If the Compliance Officer cannot provide the requisite certification, the Compliance Officer, as an agent of and on behalf of TEGNA or the Licensee (as applicable), shall provide the Commission with a detailed explanation of the reason(s) why and describe fully: (i) each instance of noncompliance; (ii) the steps that have been taken or will be taken to remedy such noncompliance, including the schedule on which proposed remedial actions will be taken; and (iii) the steps that have been

²⁵ 47 CFR § 1.16.

taken or will be taken to prevent the recurrence of any such noncompliance, including the schedule on which such preventive action will be taken.

(d) All Compliance Reports shall be submitted to the Bureau at IHDMedia@fcc.gov.

18. **Termination Date.** Unless stated otherwise, the requirements set forth in paragraphs 14 through 17 of this Consent Decree shall expire thirty-six (36) months after the Effective Date.

19. **Voluntary Contribution.** TEGNA will pay a voluntary contribution to the United States Treasury in the amount of two hundred twenty-two thousand, five hundred dollars (\$222,500) within thirty (30) calendar days of the Effective Date. TEGNA acknowledges and agrees that upon execution of this Consent Decree, the voluntary contribution shall become a “Claim” or “Debt” as defined in 31 U.S.C. § 3701(b)(1).²⁶ Upon an Event of Default, all procedures for collection as permitted by law may, at the Commission’s discretion, be initiated. TEGNA shall send electronic notification of payment to IHDMedia@fcc.gov on the date said payment is made. Payment of the voluntary contribution must be made by credit card using the Commission’s Registration System (CORES) at <https://apps.fcc.gov/core/userLogin.do>, ACH (Automated Clearing House) debit from a bank account, or by wire transfer from a bank account. The Commission no longer accepts voluntary contribution payments by check or money order. Below are instructions that payors should follow based on the form of payment selected:²⁷

- Payment by wire transfer must be made to ABA Number 021030004, receiving bank TREAS/NYC, and Account Number 27000001. In the OBI field, enter the FRN(s) captioned above and the letters “FORF”. In addition, a completed Form 159²⁸ or printed CORES form²⁹ must be faxed to the Federal Communications Commission at 202-418-2843 or e-mailed to RROGWireFaxes@fcc.gov on the same business day the wire transfer is initiated. Failure to provide all required information in Form 159 or CORES may result in payment not being recognized as having been received. When completing FCC Form 159 or CORES, enter the Account Number in block number 23A (call sign/other ID), enter the letters “FORF” in block number 24A (payment type code), and enter in block number 11 the FRN(s) captioned above (Payor FRN).³⁰ For additional detail and wire transfer instructions, go to <https://www.fcc.gov/licensing-databases/fees/wire-transfer>.
- Payment by credit card must be made by using CORES at <https://apps.fcc.gov/core/userLogin.do>. To pay by credit card, log-in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing FRNs | FRN Financial | Bills & Fees” from the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). After selecting the bill for payment, choose the “Pay by Credit Card” option. Please note that there is a \$24,999.99 limit on credit card transactions.
- Payment by ACH must be made by using CORES at <https://apps.fcc.gov/core/userLogin.do>. To pay by ACH, log in using the FCC Username associated to the FRN captioned above. If payment must be split across FRNs, complete this process for each FRN. Next, select “Manage Existing

²⁶ Debt Collection Improvement Act of 1996, Pub. L. No. 104-134, 110 Stat. 1321, 1358 (Apr. 26, 1996).

²⁷ For questions regarding payment procedures, please contact the Financial Operations Group Help Desk by phone at 1-877-480-3201 (option #6).

²⁸ FCC Form 159 is accessible at <https://www.fcc.gov/licensing-databases/fees/fcc-remittance-advice-form-159>.

²⁹ Information completed using the Commission’s Registration System (CORES) does not require the submission of an FCC Form 159. CORES is accessible at <https://apps.fcc.gov/core/userLogin.do>.

³⁰ Instructions for completing the form may be obtained at <http://www.fcc.gov/Forms/Form159/159.pdf>.

FRNs | FRN Financial | Bills & Fees” on the CORES Menu, then select FRN Financial and the view/make payments option next to the FRN. Select the “Open Bills” tab and find the bill number associated with the CD Acct. No. The bill number is the CD Acct. No. with the first two digits excluded (e.g., CD 1912345678 would be associated with FCC Bill Number 12345678). Finally, choose the “Pay from Bank Account” option. Please contact the appropriate financial institution to confirm the correct Routing Number and the correct account number from which payment will be made and verify with that financial institution that the designated account has authorization to accept ACH transactions.

20. **Event of Default.** TEGNA agrees that an Event of Default shall occur upon the failure by TEGNA to pay the full amount of the voluntary contribution on or before the due date specified in this Consent Decree.

21. **Interest, Charges for Collection, and Acceleration of Maturity Date.** After an Event of Default has occurred under this Consent Decree, the then unpaid amount of the voluntary contribution shall accrue interest, computed using the U.S. Prime Rate in effect on the date of the Event of Default plus 4.75%, from the date of the Event of Default until payment in full. Upon an Event of Default, the then unpaid amount of the voluntary contribution, together with interest, any penalties permitted and/or required by the law, including but not limited to 31 U.S.C. § 3717 and administrative charges, plus the costs of collection, litigation, and attorneys’ fees, shall become immediately due and payable, without notice, presentment, demand, protest, or notice of protest of any kind, all of which are waived by TEGNA.

22. **Waivers.** As of the Effective Date, TEGNA waives any and all rights it may have to seek administrative or judicial reconsideration, review, appeal or stay, or to otherwise challenge or contest the validity of this Consent Decree and the Adopting Order. TEGNA shall retain the right to challenge Commission interpretation of the Consent Decree or any terms contained herein. If either Party (or the United States on behalf of the Commission) brings a judicial action to enforce the terms of the Consent Decree or the Adopting Order, neither TEGNA nor the Commission shall contest the validity of the Consent Decree or the Adopting Order, and TEGNA shall waive any statutory right to a trial *de novo*. TEGNA hereby agrees to waive any claims it may otherwise have under the Equal Access to Justice Act³¹ relating to the matters addressed in this Consent Decree.

23. **Severability.** The Parties agree that if any of the provisions of the Consent Decree shall be held unenforceable by any court of competent jurisdiction, such unenforceability shall not render unenforceable the entire Consent Decree, but rather the entire Consent Decree shall be construed as if not containing the particular unenforceable provision or provisions, and the rights and obligations of the Parties shall be construed and enforced accordingly.

24. **Invalidity.** In the event that this Consent Decree in its entirety is rendered invalid by any court of competent jurisdiction, it shall become null and void and may not be used in any manner in any legal proceeding.

25. **Subsequent Rule or Order.** The Parties agree that if any provision of the Consent Decree conflicts with any subsequent Rule or order adopted by the Commission (except an order specifically intended to revise the terms of this Consent Decree to which TEGNA does not expressly consent) that provision will be superseded by such Rule or order.

26. **Successors and Assigns.** TEGNA agrees that the provisions of this Consent Decree shall be binding on its successors, assigns, and transferees. For clarity, if TEGNA is acquired pursuant to a transaction with an entity that otherwise owns or controls broadcast stations (Non-TEGNA Stations), the terms of this Consent Decree shall not apply with respect to such Non-TEGNA Stations.

27. **Final Settlement.** The Parties agree and acknowledge that this Consent Decree shall constitute a final settlement between the Parties with respect to the Investigation. This Consent Decree is

³¹ See 5 U.S.C. § 504; 47 CFR §§ 1.1501–1.1530.

being made between the Parties solely for the purposes and on the terms set forth below and is not intended to be relied upon by any third party for any purpose whatsoever. The Parties further agree that this Consent Decree does not constitute either an adjudication on the merits or a factual or legal finding regarding any compliance or noncompliance with the requirements of the Communications Laws.

28. **Modifications.** This Consent Decree cannot be modified without the advance written consent of both Parties.

29. **Paragraph Headings.** The headings of the paragraphs in this Consent Decree are inserted for convenience only and are not intended to affect the meaning or interpretation of this Consent Decree.

30. **Authorized Representative.** Each Party represents and warrants to the other that it has full power and authority to enter into this Consent Decree. Each person signing this Consent Decree on behalf of a Party hereby represents, in his or her professional (rather than personal) capacity, that he or she is fully authorized by the Party to execute this Consent Decree and to bind the Party to its terms and conditions.

31. **Counterparts.** This Consent Decree may be signed in counterpart (including electronically or by facsimile). Each counterpart, when executed and delivered, shall be an original, and all of the counterparts together shall constitute one and the same fully executed instrument.

Patrick Webre
Acting Chief
Enforcement Bureau

Date

Alex Tolston
Senior Vice President and Chief Legal Officer
TEGNA Inc.

Date